



MUSIC PUBLISHING CATALOG LICENSE AGREEMENT

This agreement (the “**Agreement**”), together with the attached terms and conditions, is hereby made and entered into as of May 18, 2022 (the “**Effective Date**”), and will constitute a binding agreement between TSUNAMI FLOW

(“**Publisher**”) and **Within Unlimited, Inc.**, with offices located at 3760 Motor Ave., Los Angeles, CA 90034 (“**Within**”). Within and Publisher are herein individually referred to as a “**Party**” and, collectively, as the “**Parties**.”

Service description	<p>The “Service” is a digital fitness and wellness service in virtual/augmented/mixed reality (“XR”) called Supernatural. Users will be able to choose from an ever-growing list of on-demand workouts/classes (“Workouts”) hosted by different fitness instructors. Instructors will choose each Workout format including the music. During the Term, it is expected that users will be able to pick Workouts with various music themes (e.g. hip hop, dance, 80s rock). Users will be able to see music information such as artist and title (potentially artwork and other metadata, as well as “like” tracks. Liking tracks may influence the exercises and music that users receive in subsequent Workouts.</p> <p>The Service includes access to a companion app (available on smartphones) and website (the “Companion App”) that enables a variety of features such as but not limited to connecting with friends and followers, tracking Workout history and health statistics, following athletes, celebrities, and influencers, receiving notifications of friends’ activity, collaborating/competing with friends, etc. Except in the case of video highlights as set forth in the next paragraph, the Companion App will not include access to Musical Works without Publisher’s approval on a case-by-case basis.</p> <p>The Service will allow users to share (and Within may itself like and up to 30 times per month repost and otherwise share a user’s post) video highlights from their Workout on digital platforms (e.g., the Companion App and third-party social media platforms, provided that Within will not authorize third-party social media platforms to use video highlights that embody Musical Works without Publisher’s approval on a case-by-case basis (initially, Facebook, Instagram, and TikTok will be deemed approved by Publisher). These highlight clips will be up to 30 seconds in length and include a visual representation of the user’s movements/workout as well as the music they were listening to at the time.</p> <p>The Service launched in April 2020 and is initially accessible on the Oculus Quest and will later be expanded to other XR devices as they become available to consumers. Access to the Service will be available to users on a free-to-the-user trial basis for up to one (1) month in length (“Free Trial”), followed by monthly or annual subscription terms:</p> <ul style="list-style-type: none">• monthly subscription fee of \$19 (Within may experiment with different price
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	<p>points, and have different pricing in Canada); and</p> <ul style="list-style-type: none"> • annual subscriptions (i.e. pay for a full year up front) sold at a discount vs the monthly rate for twelve (12) months. <p>Up to 300 gratis accounts at any given time may also be made available on a Royalty-free basis for purposes of testing, marketing, promotion and publicity.</p>
Term	2 years, commencing as of the Effective Date (the “ Term ”).
Territory	The United States (including its territories, possessions and commonwealths) and Canada.
Grant of rights	<p>Publisher hereby grants to Within all rights (excluding public performance and communication to the public rights) in the musical works that are owned, controlled and/or administered by Publisher, in whole or in part, during the Term and in the Territory (solely to the extent of Publisher’s ownership, control and/or administration interest therein) (“Musical Works”) in the Service, during the Term and in the Territory, including as follows:</p> <ul style="list-style-type: none"> • reproduce Musical Works (as embodied in sound recordings) on servers and/or other devices owned or controlled by or on behalf of Within solely for the purpose of making sound recordings embodying such Musical Works available for use via the Service; • create Workouts that include sound recordings embodying Musical Works; • transmit Musical Works (as embodied in sound recordings in Workouts) to and make conditional downloads of Musical Works (as embodied in sound recordings in Workouts) on, users’ devices, solely for the purpose of enabling users to use the Musical Works as embodied in sound recordings in Workouts via the Service; and • permit users to excerpt audiovisual clips of up to 30 seconds in duration of their Workout (using e.g. an avatar to represent the user’s movements during the Workout), and post, repost and otherwise share such clips, which clips may include sound recordings embodying Musical Works playing during the Workout, and which clips users may save to their Companion Apps’ local device storage; users and Within are allowed to share such clips via the Companion App and third party platforms (e.g., via Facebook, Instagram, Snapchat and TikTok etc.); and <p>For clarity, Within to be responsible for obtaining any necessary public performance/communication to the public licenses in connection with the use and exploitation of any and all Musical Works on the Service, provided that any amounts paid for the right to publicly perform/communicate to the public Musical Works via the Service to be deducted from the amounts otherwise due to Publisher hereunder (up to a cap of twenty-five percent (25%).</p>
Take down rights	<p>Publisher will have the right to provide a written takedown request for any specific Musical Works in any applicable country of the Territory in the event of a bona fide dispute between Publisher and a writer or co-publisher of any such Musical Work, loss of rights or threatened or actual claims relating to such Musical Works, provided such takedown request is made on a non-discriminatory basis as relates to Publisher’s then-current third-party licensees. Upon receipt of such request, Within will endeavor to</p>

	<p>remove said Musical Work or Musical Works from the Service as soon as possible but in no event later than thirty (30) days of receipt of such notice or the identification of such Musical Work. Publisher will not exercise such rights in a discriminatory manner or to frustrate the purposes of the Agreement.</p> <p>For clarity, once the reason for the exercise of Publisher's right to take-down particular Musical Works is no longer applicable (or otherwise in effect) for the countries of the Territory concerned, Publisher will promptly notify Within, and the applicable Musical Works will be available to Within for use and exploitation in the applicable countries of the Territory on a prospective basis.</p>
Delivery Obligations	<p>Publisher to timely deliver to Within (or its third-party contractor; initially, Music Reports, Inc.) catalog information (including the title of each Musical Work and corresponding songwriter information, co-publisher information (including splits), ISWC numbers and territorial limitations) with respect to each Musical Work licensed under this Agreement.</p>
Royalties	<p>In consideration for Publisher entering into this Agreement, Within will pay to Publisher the following amounts (calculated on a calendar monthly and country-by-country basis for subscriptions in each of the United States (including its territories, possessions and commonwealths) and Canada, respectively) ("Royalties"):</p> <p style="padding-left: 40px;">Publisher's Share of the greater of: (a) 10% of Net Revenues; and (b) the Per Subscriber Minimum, <u>less</u> Applicable Deductions, <u>multiplied by</u> the number of paid subscribers (i.e., excluding subscribers to Free Trials and gratis account subscribers at any given time) to the Service.</p> <p>Free Trials. Publisher waives its fees for one Free Trial per user for up to one (1) month in length per two (2) year period[, provided that users shall be required to provide credit card or other payment details for access to such Free Trial after the initial fourteen (14) days. Free Trials with credit card or other payment details shall automatically roll into a paid monthly or annual subscription on an "opt-out" basis].</p> <p>Long-Term Subscriptions. For subscription plans of at least one year, the otherwise applicable Per Subscriber Minimum to be reduced by the same percentage as the end-user retail discount, subject to a maximum reduction of 16.67%.</p> <p>Definitions.</p> <ul style="list-style-type: none"> • "Applicable Deductions" means, on a per transaction basis, up to 10% in respect of billing/platform fees paid to or retained by third parties (e.g., app store, direct billing via Stripe or other provider). • "Publisher's Share" means, on a country-by-country basis, with respect to a calendar month, a fraction, the numerator of which is the total number of Plays of sound recordings embodying Musical Works (subject to proportionate adjustment for Musical Works that are not entirely owned, controlled and/or administered by Publisher in the applicable country of the Territory) via the Service during such month in the applicable country of the Territory (excluding Musical Works embodied in video highlights from Workouts), and the denominator of which is the total number of Plays of all sound recordings embodying musical works (including Musical Works) via the Service during such month in such country of the Territory (excluding musical works and Musical Works embodied in video highlights from Workouts). • "Net Revenues" means, on a country-by-country basis, with respect to a

	<p>calendar month, all amounts received by Within during such month in respect of subscription payments, <u>less</u> Applicable Deductions and <u>less</u> applicable sales, use and excise taxes.</p> <ul style="list-style-type: none"> • “Per Subscriber Minimum” means (i) for the United States, USD \$2.00, and (ii) for Canada, CAD \$2.00. • “Play” means the act of streaming (or offline playback of a conditional download) of a sound recording for longer than thirty (30) continuous seconds. A sound recording will be deemed to have been Played if a subscriber to the Service successfully commences a playback session for a Workout which contains the sound recordings concerned, regardless of whether the sound recordings concerned are actually rendered for streaming (or offline playback of a conditional download) during such playback session. <p>Notwithstanding the foregoing, offerings of the Service that allow for up to four (4) separate account profiles (each, an “Account Profile”) shall be treated as a single subscription to the Service for all purposes under this Agreement, and all up to four (4) individuals associated such separate account profiles, in the aggregate, shall be treated as a single paid subscriber in relation to such single subscription to the Service for all purposes under this Agreement. Each XR-compatible device registered with the Service will have one (1) master user account for the Service that is (i) tied to that device, (ii) only works on that device, and (iii) is responsible for subscription payments in connection the Service (the “Master Account”). Each of the up to four (4) Account Profiles will be associated with a single Master Account, and will have the same level of access to the Service as the Master Account; provided, however, that Master Account holders and Associated Family Account users may not concurrently access Workouts at the same time.</p>
Accounting / reporting	<p>Within (or its third-party contractor; initially, Music Reports, Inc.) will calculate Royalties on a calendar monthly basis, and will be delivered, along with corresponding accounting statements, on a calendar quarterly basis within 45 days after the end of the applicable calendar quarter for each of the 3 months comprising such quarter.</p>
Third-party rights	<p>As between Within and Publisher, Within will be responsible for obtaining and paying for licenses required in connection with the exploitation of sound recordings made available via the Service.</p> <p>As between Company and Publisher, Publisher will be responsible for obtaining and paying for any and all other rights, consents and licenses required in connection with the exploitation of Musical Works as authorized in the Agreement (e.g., in connection with all songwriters, etc.).</p>

Terms and Conditions

1. **Confidentiality.** “**Confidential Information**” shall mean the terms and conditions of this Agreement and any non-public information, data, usage reports, revenue reports, or other materials provided by one Party to the other under or in connection with this Agreement (other than Musical Works, metadata, and other information intended for storage and display to users or prospective users of the Service under this Agreement) and any other information the receiving Party should reasonably have understood under the circumstances should be treated as confidential, whether or not the specific designation “confidential” or any similar designation is used, such as usage data, royalty reports, and similar information. Except with the prior written consent of the disclosing party, neither Party shall use or disclose any Confidential Information other than (a) to such Party’s attorneys, accountants and financial representatives under a duty of confidentiality as may be reasonably necessary in order to receive their professional advice, (b) to such Party’s employees and contractors who have a need to know and any disclosure to contractors may only be to contractors who are bound by an agreement to protect the confidential information of third parties, (c) in connection with any legal, governmental or administrative proceeding, provided that prior written notice of such disclosure is furnished to the non-disclosing Party in order to afford such non-disclosing Party a reasonable opportunity to seek a protective order (it being agreed that if the non-disclosing Party is unable to obtain or does not seek a protective order, disclosure of such information in such proceeding may be made without liability), (d) in the ordinary course of such Party’s fulfillment of its written and/or legal obligations to applicable third parties (e.g., by Publisher to account to songwriters or other rights holders, as applicable), and (e) by Within to its investors and potential investors. In addition, nothing in this Agreement shall prohibit or limit either Party’s use or disclosure of information (i) previously known to it by lawful means without obligation of confidence, (ii) independently developed by or for it without use of or access to the other Party’s Confidential Information, (iii) acquired by it from a third party which, to the reasonable knowledge of the receiving Party, is not under an obligation of confidence with respect to such information, (iv) which is or becomes publicly available through no breach of this Agreement or (v) that is required to be disclosed by operation of law, court order or other governmental demand (subject to the notice requirement in clause (c) above in this Section 1).

2. **Press Releases and Public Statements.** No Party hereto shall, without the prior written consent of the other Party, issue any press release or make any other public announcement or statement relating to the existence of this Agreement, any terms and conditions of this Agreement or to the negotiation thereof to which such Party was privy or of which it was otherwise made aware (e.g., by being copied on correspondence or by being advised by another Party to the negotiation).

3. **Choice of Law / Venue.** THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF CALIFORNIA, AND THE VALIDITY, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF CALIFORNIA (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES UNDER CALIFORNIA LAW). CALIFORNIA COURTS (STATE AND FEDERAL) LOCATED IN LOS ANGELES CALIFORNIA SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS AGREEMENT. THE PARTIES WAIVE ANY AND ALL OBJECTIONS TO VENUE IN THOSE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS. ANY PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY, AMONG OTHER METHODS, BE SERVED UPON A PARTY BY DELIVERING IT OR MAILING IT, BY REGISTERED OR CERTIFIED MAIL OR BY OVERNIGHT COURIER OBTAINING PROOF OF DELIVERY, DIRECTED TO THE ADDRESS SET FORTH IN PARAGRAPH 4 OR SUCH OTHER ADDRESS AS A PARTY MAY DESIGNATE PURSUANT TO PARAGRAPH 4. ANY SUCH DELIVERY OR MAIL SERVICE SHALL BE DEEMED TO HAVE THE SAME FORCE AND EFFECT AS PERSONAL SERVICE WITHIN THE STATE OF CALIFORNIA.

4. **Notices.** All notices under this Agreement must be in writing in order to be effective, and shall be deemed to have been duly given or made: (a) on the date delivered in person, (b) on the date indicated on the return receipt if mailed postage prepaid by governmental certified or registered mail, with return receipt requested, or (c) if sent by Federal Express, U.P.S. Next Day Air or other nationally recognized

overnight courier service (including overnight express mail), with service charges or postage prepaid, on the next business day after delivery to the courier service or mail, as the case may be (if sent in time for and specifying next day delivery). Each notice to Within shall be sent to Within Unlimited, Inc., 3760 Motor Ave., Los Angeles, CA 90034 Attn: Michael Cibula, unless otherwise indicated in a notice duly given hereunder, with a required simultaneous copy tendered as aforesaid to Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, United States of America, Attn: Bobby Rosenblum, Esq., unless otherwise indicated in a notice duly given hereunder. Each notice to Publisher shall be sent to Publisher via email or to the address as set forth in an IRS Form W-9 or W-8BEN delivered by Publisher to Within (or its designated third party contractor).

5. **Publisher's Representations and Warranties.** Publisher represents and warrants that: (i) it has the legal right and power to enter into and fully perform this Agreement and grant the rights granted in this Agreement; (ii) its execution and performance of this Agreement will not violate any third-party rights, the provisions of any agreement to which it is a party, or any applicable law; (iii) the licenses, waivers and consents in this Agreement will not result in a violation of any law or infringement upon the rights of any third party (including, without limitation, copyrights, trademark rights and rights of publicity and privacy); and (v) no further payments are required to be made by Within to enable Within to exercise the licenses, waivers and consents in this Agreement.

6. **Within's Representations and Warranties.** Within represents and warrants that: (i) it has the legal right and power to enter into and fully perform this Agreement; and (ii) its execution and performance of this Agreement will not violate any third-party rights, the provisions of any agreement to which it is a party, or any applicable law.

7. **Termination.**

7.1 **Breach and Cure.** Without limiting any other remedy available at law or in equity, either Party may terminate the Term in the event of any material breach of this Agreement by the other Party that is not remedied within thirty (30) days after notice to the breaching Party thereof. Without limiting the generality of the preceding sentence, neither Party shall be entitled to recover damages or to terminate the Term by reason of any breach by the other Party of its obligations hereunder unless the breaching Party fails to remedy such breach within thirty (30) days following receipt of notice thereof. The foregoing cure period(s) will not apply to breaches incapable of being cured or to an application for injunctive relief.

7.2 **Cessation of Business.** In addition, Within shall have the right to terminate the Term upon notice to Publisher in the event that Within ceases to operate the Service during the Term.

7.3 **Effect of Termination.** Sections 1, 2, 3, 4, 5, 6, 7 (including this clause 7.3) and 10 shall survive the expiration or earlier termination of the Term of this Agreement.

8. **Equitable Relief.** The Parties agree that: (i) Within's rights to exercise and enforce the licenses, consents and waivers granted by Publisher, and the obligations agreed to by Publisher, pursuant to this Agreement are of a special, unique, extraordinary and intellectual character, giving them a peculiar value the loss of which by Within (A) cannot be readily estimated, or adequately compensated for, in monetary damages, and (B) would cause Within substantial and irreparable harm for which it would not have an adequate remedy at Law; and (ii) Within accordingly will be entitled to equitable relief against Publisher (including preliminary and permanent injunctive relief, and specific performance), in addition to all other remedies that Within may have, to enforce such provisions of this Agreement and protect its rights hereunder.

9. **Force Majeure.** Neither Party will be responsible for, or be in breach of this Agreement, to the extent that its performance is delayed as a result of any act of God, war, terrorism, fire, earthquake, civil commotion, act of government or any other cause wholly beyond its control, and not due to its own

negligence or that of its contractors or representatives, and which cannot be overcome by the exercise of due diligence ("**Force Majeure Event**"). Publisher agrees that Within shall have the right to suspend the Term and the operation of this Agreement and Within's obligations hereunder in the event of a Force Majeure Event. Such right may be exercised by notice to Publisher, and such suspension will last for the duration of the applicable Force Majeure Event.

10. **Miscellaneous.** Publisher agrees to defend, indemnify and hold harmless Within, its subsidiaries, affiliates, successors, licensees, agents, attorneys and assigns, and the officers, directors, shareholders, contractors, members and employees of the foregoing from and against any and all liabilities, damages, awards, settlements, losses, claims, suits, proceedings, assertions and expenses, however characterized, including court costs, reasonable third-party legal fees and third-party costs of investigation due to any claim by a third party: (i) based on facts that, if true, would constitute a breach by Publisher's representations, warranties, covenants or agreements in this Agreement; or (ii) arising from or related to the licenses, consents and waivers granted to Publisher in this Agreement or the exercise thereof. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT OR OTHERWISE, SHALL WITHIN BE LIABLE TO PUBLISHER FOR ANY INDIRECT, LIQUIDATED, EXEMPLARY, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, AND REGARDLESS OF WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, EVEN IF WITHIN SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. WITHIN EXPRESSLY DISCLAIMS, AND HEREBY EXPRESSLY WAIVES, ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Parties intend this Agreement as a final expression of their understanding and agreement with respect to the subject matter hereof and as a complete and exclusive statement of the terms thereof; this Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements between the Parties with respect to the subject matter hereof. Nothing in this Agreement shall be construed to require the commission of any act contrary to any applicable laws, rules or regulations. Wherever there is a conflict between any provisions of this Agreement and any applicable laws, rules or regulations, such applicable laws, rules or regulations shall prevail; provided that, in such event, (i) the provision of this Agreement so affected shall be limited only to the extent necessary to permit the compliance with the minimum requirements of such laws, rules or regulations, (ii) no other provisions of this Agreement shall be affected thereby, and (iii) each of the other provisions of this Agreement shall remain in full force and effect. This Agreement cannot be canceled, modified, amended or waived, in part or in full, in any manner except by an instrument in writing signed by the Party to be charged. No waiver by a Party, whether expressed or implied, of any provision of this Agreement, or default, shall affect such Party's right thereafter to enforce such provision or to exercise a right or remedy set forth in this Agreement in the event of any other default, whether or not similar. The rights and remedies of each Party as specified in this Agreement are not to the exclusion of any other rights or remedies of such Party, and each Party may decline to exercise one or more of its rights and remedies as it may deem appropriate without jeopardizing any other of its rights or remedies. Notwithstanding anything in this Agreement, each of the Parties may at any time exercise any right it now has or at any time hereafter may be entitled to as a member of the public as though this Agreement was not in existence. This Agreement will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. Each Party may assign its rights hereunder in whole or in part only to an affiliate, or to any person or entity acquiring all or a substantial portion of the assets or business of such Party, and such rights may be assigned by any assignee thereof, but subject to the same limitations. In addition, Within may assign its rights hereunder in whole or in part to any partnership or other venture in which Within or any affiliate of Within participates, and such rights may be assigned by any assignee thereof. No such assignment shall relieve the assigning Party of any of its obligations under this Agreement. In entering into this Agreement, the Parties have and will have the status of independent contractors; accordingly, there is no joint venture, partnership, agency or fiduciary relationship existing

between the Parties, and the Parties do not intend to create any such relationship. Unless otherwise indicated herein, wherever Within is required to obtain Publisher's consent, approval or permission for any particular purpose, Publisher's consent, approval or permission shall not be unreasonably withheld, conditioned or delayed. This Agreement may be executed in one or more counterparts, each of which when taken together, will be deemed to constitute one and the same instrument. Facsimile signatures on this Agreement will be deemed originals for all purposes.

TSUNAMI FLOW

WITHIN UNLIMITED, INC.

By: Hubert Maxwell

By:

A handwritten signature in black ink, appearing to read 'Michael Cibula', written over a horizontal line.

Name (printed): Hubert Maxwell

Name (printed): Michael Cibula

An Authorized Signatory

Title: VP of Business Development & Finance